

REMARKS/ARGUMENTS

Applicant's attorneys respectfully request reconsideration and withdrawal of the rejections of the instant application in view of the above amendments and following remarks, which place the application into condition for allowance.

I. STATUS OF THE CLAIMS AND FORMAL MATTERS

Claims 1- 35 are pending in this application and are rejected in the Office Action mailed on March 8, 2007. By this Amendment, claims 1, 2, 7, 10, 25, and 32 are amended, and claim 36 is added. Applicant's attorneys submit that no new subject matter has been introduced.

Support for the claim amendments can be found throughout the specification, for example, see paragraphs [0106], [0118], [0122], [0123], and [0124], and in figures 6 - 11 and 14 of U.S. Patent Application Publication No. 2005/0033258 ("the instant application").

II. THE REJECTIONS UNDER 35 U.S.C. § 102(b) AND 35 U.S.C. § 103(a)

On page 3 of the Office Action, claims 1-17, 20-33 and 35 are rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by U.S. Patent No. 5,716,350 to Ryan ("Ryan"). Claims 18, 19 and 34 are rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Ryan in view of U.S. Patent No. 5,415,643 to Kolb ("Kolb"). The rejections are respectfully traversed for at least the following reasons.

As recited in amended claim 1, the instant invention is directed to

An absorptive product, which comprises an absorptive body that can absorb and retain a liquid and a flexible and liquid-impermeable trap portion to temporarily trap the liquid that is to be absorbed by this absorptive body, and that at least a part of said absorptive body and said trap portion are made to overlap, wherein said trap portion holds at least one end of said absorptive body in a pocket formed of at least a backup sheet.

(Emphasis added). Accordingly, in one embodiment of the instant invention, a pocket is formed, from at least the backup sheet, to hold at least one end of the absorptive body. See instant application Figs. 6 - 11 and 14, and corresponding paragraphs [0118], [0122], [0123], and [0124]. As recited in at least paragraphs [0117] and [0118], a leak proof section can be formed by folding the backup sheet at least once, such that the longitudinal edges of the sheet overlap. The overlapping edges can then be heat sealed to prevent liquid entering the pouched trap portion from leaking through the sealed sections. Thus, a pouched trap portion, in the form of a pocket, is created which can hold an absorptive body and a volume of liquid, without leaking, as the liquid volume is absorbed by the absorptive body. Because the pocket is sealed on all but one edge, the pocket does not rely on any other element for its leak proof characteristics. In the event that the absorptive product must be transported prior to full absorption of the liquid, the unabsorbed volume of liquid will remain contained in the pocket.

In contrast, as presently understood by Applicants' attorneys, Ryan relates to a deflection shield permanently attached at one edge to the perineal portion of an incontinence garment. Ryan shows, in Fig. 6 and the description at column 3, line 56 through column 4, line 24, that the deflection shield is not sealed to create a leak proof trap portion. There is no teaching in Ryan to create a leak proof compartment in the incontinence garment itself. Ryan suggests, at column 4, lines 5-6, that a compartment is formed when the garment is worn, with no recital of the leak proof nature of the compartment. As presently understood by Applicants' attorneys, the compartment is formed by some contact between the garment, the deflection shield and the wearer. Accordingly, removal of the garment from the wearer eliminates the seal. If this occurs prior to full absorption of the liquid, and unabsorbed volume will no longer be contained.

Further, Ryan recites that the attachment of the deflection shield can be achieved through “any suitable means such as sewing or fusion.” (Ryan, column 4, lines 15-16). Although fusion may create a leak proof seal, sewing, with repeated needle piercing of the joined components, would not. Accordingly, Applicants’ attorneys respectfully submit that Ryan fails to address the creation of a leak proof compartment in an absorptive device.

In order for a Section 102 rejection to stand, the prior art reference must contain all of the elements of the claimed invention. *See Lewmar Marine Inc. v. Barient Inc.*, 3 U.S.P.Q.2d 1766 (Fed. Cir. 1987). Applying the law to the instant facts, because, as discussed above, the sections of Ryan relied upon by the Examiner in the Office Action do not disclose or suggest creating a leak proof portion in an absorptive device to contain a liquid volume and to hold at least one end of an absorptive body, the Section 102(b) rejections must fail as a matter of law. Accordingly, Applicants’ attorneys respectfully request that the Section 102 rejections be withdrawn.

Regarding the obviousness rejections based on Ryan in combination with Kolb, Applicants’ attorneys respectfully submit that Kolb fails to cure the deficiencies of Ryan. As presently understood by Applicants’ attorneys, Kolb is directed to an absorbent composite with a specific composition of superabsorbent material which allows the absorbent body to disintegrate in water so that the body may be safely flushed. Accordingly, the structure disclosed in Kolb does not include a leak proof portion. Applicants’ attorneys respectfully submit that Kolb fails to cure the deficiencies in Ryan.

In order to establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation to modify the reference or to combine reference teachings either in the references themselves or in the general knowledge available to one of ordinary skill in the art; second, there must be a reasonable expectation of success; third,

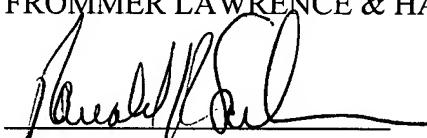
the prior art reference or references must teach or suggest all the claim limitations. *M.P.E.P.* § 2143; *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991); *In re Laskowski*, 871 F.2d 115 (Fed. Cir. 1989); *In re Merck & Co., Inc.*, 800 F.2d 1091 (Fed. Cir. 1986); and *In re Royka*, 490 F.2d 981 (CCPA 1974). Therefore, because the combination of Ryan and Kolb at least fails to teach, disclose or suggest all of the instant claim limitations, specifically, an absorbent product comprising an absorptive body and a liquid impermeable trap portion configured to hold at least one end of the absorptive body, the Section 103 rejections must also fail as a matter of law. Accordingly, Applicants' attorneys respectfully request that the Section 103 rejections be withdrawn.

CONCLUSION

In view of the foregoing, it is believed that all of the claims in this application are patentable over the prior art, and an early favorable consideration thereof is solicited.

The Commissioner is authorized to charge any additional fees that may be required to Deposit Account No. 50-0320.

Respectfully submitted,
FROMMER LAWRENCE & HAUG LLP

By: 

Ronald R. Santucci
Reg. No. 28,988
Frederick W. Dour
Reg. No. 39,174

Telephone: (212) 588-0800
Facsimile: (212) 588-0500